

You have received this document through USAID Internet site. Some of the Attachments/Forms/Appendices/Exhibits in Section J have been supplied to you electronically. Other Attachments/ Forms/ Appendices/ Exhibits which may not be included electronically in this solicitation may be found on the USAID Internet site under the directory "Common Forms for USAID Solicitations", under Section 53 of the Federal Acquisitions Regulations, or by contacting the person in block 10 of the SF 33. If you are not using Word 97 to view this document, you will have to save the document in the format of the wordprocessor that you are using in order to view and print the standard form. The number of pages contained in this electronic copy may not exactly correspond to the hard paper copy, although all the information, except those Attachments mentioned above, is contained herein.

If you have received this RFP electronically then you must notify the contact person listed in block 10 of the original SF 33 of the original RFP in writing or via facsimile. The Agency is not responsible for any data/text that may not be received when using an electronic form to obtain this document. If the recipient does not notify the contact person that they have obtained this document then any amendments to the document may not be received by the recipient and the recipient could risk being found unresponsive if an offer is made against this solicitation, of which any amendment would become part.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS		1. REQUISITION NUMBER 522-0216-4-99214		PAGE OF PAGES 1 35	
OFFER TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					
2. CONTRACT NUMBER		3. AWARD/EFF. DATE		4. ORDER NUMBER	
5. SOLICITATION NUMBER IFB 01-020		6. SOLICITATION ISSUE DATE 03/13/01			
7. FOR SOLICITATION INFORMATION CALL		a. NAME James C. Athanas		b. TELEPHONE NUMBER (No Collect Calls) (504)236-9320, ext.4819	
9. ISSUED BY Office of Contract Management USAID/Honduras Unit 2927 APO AA 34022		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESSES <input type="checkbox"/> SMALL DISADV. BUSINESSES B(A) STC: 41 FSC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT RATED ORDER (UNDER OAS 715 FEB 7/00) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO Centro Nacional de Biologicos Colonia Metamoras Atras Hospital San Felipe Attn.: Dr. Ida Berenice Molina Tegucigalpa, Honduras, C.A.		16. ADMINISTERED BY See Block 9 above		17a. CONTRACTOR/OFFEROR CODE	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICE TO ADDRESS SHOWN IN BLOCK 16a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	
0001		Airconditioning Unit IAW specifications shown in Section B.		1 EA	
		Airconditioning Unit IAW specifications shown in Section B.		1 EA	
		Air Extractor IAW specifications shown in Section B.		1 EA	
(Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA 72X1095;LCOX99255221013;P010431		26. TOTAL AWARD AMOUNT (For Govt Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, 52.212-3 AND 52.212-5 ARE ATTACHED.		ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED.		ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO <input type="checkbox"/> FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN		29. AWARD OF CONTRACT: REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	
				John P. McAvoy	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, ACCEPT AS NOTED		33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
		38. S/R ACCOUNT NUMBER		37. CHECK NUMBER	
		42a. RECEIVED BY (Print)		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		40. PAID BY	
		42b. RECEIVED AT (Location)			
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA-FAR (48 CFR) 53.212

MAR-22-2001 11:04

5042382812

98%

P.02

TABLE OF CONTENTS

PAGE	
SECTION A: TERMS AND CONDITIONS	2
A.1 SPECIFICATIONS/STATEMENT OF WORK	2
A.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998). . .	5
A.3 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL	5
ITEMS (MAY 1999)	
A.4 PACKING AND MARKING	8
A.5 INSPECTION AND ACCEPTANCE	9
A.6 DELIVERIES OR PERFORMANCE	10
A.7 MAINTENANCE SERVICES AND WARRANTY.	11
A.8 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO	11
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	
FEB 2000)	
A.9 752.225-70 SOURCE, ORIGIN AND NATIONALITY	14
REQUIREMENT (FEB 1997)	
SECTION B: PAYMENT AND FINANCING	15
B.1 ACCOUNTING AND APPROPRIATION DATA	15
SECTION C: PROPOSAL EVALUATION	16
C.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS . . .	16
(JUN 1999)	
C.2 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999).	18
C.3 52.212-3 OFFEROR'S REPRESENTATIONS AND CERTIFICATIONS --. .	18
COMMERCIAL ITEMS (JUN 1999)	
C.4 52.216-1 TYPE OF CONTRACT (APR 1984).	22

C.5RESPONSIBLE PROSPECTIVE CONTRACTORS	23
SECTION D: ATTACHMENTS	24
ATTACHMENT D.1	25
SHIPPING INSTRUCTIONS Ocean Freight	
ATTACHMENT D.2	26
Geographic Codes	
ATTACHMENT D.3	27
USAID Emblem Sample	
ATTACHMENT D.4	
Payment Information Form 3881	28
ACH Vendor Payment System	
ATTACHMENT D.5	29
USAID Marking Requirements	

SECTION A: TERMS AND CONDITIONS

A.1 SPECIFICATIONS/STATEMENT OF WORK

This is a firm fixed price contract. The contractor shall provide the following new, unused, and not reconditioned commodities in accordance with the Description/Specifications below.

AIR CONDITIONING UNIT- TECHNICAL SPECIFICATIONS - LABORATORY

AIR CONDITIONING EQUIPMENT FOR MINISTRY OF HEALTH DENGUE LABORATORY

Item	Specifications	Unit	Qty	Unit Price	Total Price
1. A/C	AAON, Inc. Model RK-20-3 or similar Flow: 5500 CFM, 4500 CFM through enthalpy or heat wheel and one bypass of 1000 CFM Evaporator gross capacity 249,100 BTU/H and 173,000 total and sensible respectively with flow of 5500 CFM to 95/75 of DB/WB of outside air, with a static pressure of 1.70 iw. Air flow for evaporator with entering temperature 86/70 of DB/WB - leaving air temperature 57/55 DB/WB. Enthalpy wheel capacity 119,400 and 55,100 BTU/H total and sensible respectively, with 3615 CFM air return of the conditioned environment to 76/63 of DB/WB with static pressure of 0.4 iw and 0% air return to evaporator. Evaporator coil, minimum areas 17.33 square feet, 6 rows, 9 fins/inch. Condenser coil face areas 30 square feet, 4 rows, 12 fins/inch. Standard controls plus phase failure control. Factory assembled and run tested. Must provide run report results Fan and motor assembly with drive rated at 150% Electricity: 460 v/60Hz, three phases Compressors should not be sealed, but that can be opened; elevated and isolated for accoustical purposes Fully independent refrigerant circuits labeled, numbered and color coded Galvanized and painted cabinet - corrosion resistant Polyurethane, heat dried paint with 2500 hours salt spray test 1" insulation with interior tie-down straps ARI certified copper tube/aluminum fin coils Double wall filter and fan doors PVC-coated fan guard Hot gas reheat coil Solid bottom accoustical curb 5 year compressor warranty, one year parts warranty	unit	1		

Item	Specifications	Unit	Qty	Unit Price	Total Price
2. A/C Unit 100% fresh air	AAON, Inc. Model RK-20-3 or similar Flow: 5000 CFM, 4500 CFM through enthalpy or heat wheel and one bypass of 500 CFM Evaporator gross capacity 249,400 BTU/H and 163,600 total and sensible respectively with flow of 5000 CFM to 95/75 of DB/WB of outside air, with a static pressure of 1.75 iw. Air flow for evaporator with entering temperature 86/70 of DB/WB - leaving air temperature 57/55 DB/WB. Enthalpy wheel capacity 119,400 and 55,100 BTU/H total and sensible respectively, with 3830 CFM air return of the conditioned environment to 76/63 of DB/WB with static pressure of 0.35 iw and 0% air return to evaporator. Evaporator coil, minimum areas 17.33 square feet, 6 rows, 9 fins/inch. Condenser coil face areas 30 square feet, 4 rows, 12 fins/inch. Standard controls plus phase failure control. Factory assembled and run tested. Must provide run report results Fan and motor assembly with drive rated at 150% Electricity: 460 v/60Hz, three phases Compressors should not be sealed, but that can be opened; elevated and isolated for accoustical purposes Fully independent refrigerant circuits labeled, numbered and color coded Galvanized and painted cabinet - corrosion resistant Polyurethane, heat dried paint with 2500 hours salt spray test 1" insulation with interior tie-down straps ARI certified copper tube/aluminum fin coils Double wall filter and fan doors PVC-coated fan guard Hot gas reheat coil Solid bottom accoustical curb 5 year compressor warranty, one year parts warranty	unit	1		
3. Air Extractor	Penn Ventilator Co. Inc. Model DX16B or similar Flow: Minimum 3205 CFM Static Pressure: 1.5 iwc Power: Min. 1.5 HP	unit	1		
TOTAL					

In order to evaluate a offer, the offeror shall attach to his/her offer, PRICES plus SHIPPING AND HANDLING COSTS, original descriptive literature, such as catalogues with illustrations, drawings and/or brochures, which shows the characteristics of a product or explains its operation. The government shall evaluate offers in response to this solicitation and make an award without discussions. The USG will award a firm fixed price contract.

A.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.211-5	MATERIAL REQUIREMENTS	OCT 1997

I. AID ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

NUMBER	TITLE	DATE
725.704	SOURCE AND NATIONALITY REQUIREMENTS	AUG 1996

A.3 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999)

(a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **Assignment.** The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising

under the contract.

(e) **Definitions.** The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **Invoice.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) **Patent indemnity.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **Payment.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. **The Air Conditioners and Air Exchangers shall be delivered within a period not to exceed 90 calendar days after notification of award .**

The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if electronic funds transfer payment is made.

(j) **Risk of loss.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **Taxes.** The contract price includes all applicable Federal, State, and local taxes and duties.

(l) **Termination for the Government's convenience.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances

of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **Title.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **Limitation of liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **Other compliance.** The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) **Compliance with laws unique to Government contracts.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **Order of precedence.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliance, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

A.4. Packing and Marking

1. Packing/Crating Instructions

Packing, boxing, crating, etc. shall be of export quality for standard export shipments that will afford the best protection for

the product from rough handling and a sea voyage. When items are to be containerized, all items must be containerized by lot.

2. Packing Lists

Each shipping container shall contain one packing list inside the container and one securely affixed to the outside in waterproof container. Packages containing small items, spare parts, etc., shall be identified as to the contents inside the container.

3. Marking Instructions

- a. Each unit or shipping container shall be marked with consignee address and the "Mark for" as indicated in the attached form AID 11-94. Further, each vehicle or container (except bagged items where it is impractical to do so) shall be numbered by box number: Example - Box 1 of 6, Box 2 of 6, etc. Marking of the AID emblem shall be in accordance with clause no. 752.7009 entitled "Marking" which is set forth in Part II, Section I.

- b. The marking of packages and cases will be as follows:

Port of Shipment

Port of Destination

Consignor

Consignee

Contract

No. _____

Gross Weight

Package/Case

No. _____

- c. Each unit shall be shipped with the USAID metallic emblems attached.

The contractor may add such other numbers, words, references, etc. as he may require.

A.5 Inspection and Acceptance

1. Clauses Incorporated By Reference (FAR 52.252-2) (June 1988)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full

text. Upon request, the Contracting Officer will make their full text available.

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

52.246-2 Inspection of Supplies - Fixed Price (AUG 1996).

52.246-16 Responsibility for Supplies (APR 1984).

2. Inspection and Acceptance

- a.** Place of Inspection and acceptance: Centro Nacional de Biologicos, Colonia Matamoros, atras Hospital San Felipe, Attn.: Dr. Ida Berenice Molina.
- b.** Inspection and Acceptance will be performed by: Dr. Ida Berenice Molina and Mr. Herbert Caudill, Project Officer, HRD, Tel. (504) 236-9320 Ext 4427 or his representative designated in writing.
- c.** The Government official indicated in subparagraph A.2.Ac & Bc above will enter the results of his/her inspection in STATE-AID-USICA Optional Form 127, entitled "Receiving and Inspection Report." Notwithstanding any language to the contrary appearing on Optional Form 127 items/services received which are listed on the form as not conforming fully with the contract specifications shall not be deemed to have been accepted until such time as any liencies/defects have been corrected by the contractor and until such time as the items/services have been reinspected and accepted by the official designated in A.2.Ac & Bc above.

A.6 Deliveries or Performance

1. Basis of Delivery

Delivery shall be F.O.B. inland point, country of importation to: Centro Nacional de Biologicos, Colonia Matamoros, atras Hospita San Felipe, Attn.: Dr. Ida Berenice Molina.

All Deliveries will be made not to exceed 90 calendar days from Contract award.

FAR 52.247-39 F.O.B. Inland Point, Country of Importation (APR 1984)

(a) The term "f.o.b. inland point, country of importation," as used in this clause, means free of expense to the Government, on board the indicated type of conveyance of the carrier, delivered to the specified inland point where the consignee's facility is located.

(b) The Contractor shall:

(1)(i) Pack and mark the shipment to comply with contract specifications; or In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods;

(2)(i) Deliver, in or on the inland carrier's conveyance, the shipment in good order and condition to the specified inland point where the consignee's facility is located; and point of delivery, including transportation costs; export, import, or other fees or taxes; costs of landing; wharfage costs; customs duties and costs of Pay and bear all applicable charges incurred up to the certificates of origin; consular invoices; and other documents that may be required for importation; and

Be responsible for any loss of and/or damage to the goods until their arrival on or in the carrier's conveyance at the specified inland point.

2. Delivery Instructions:

B. The Contractor shall follow the following mandatory delivery procedures:

- 1) The Contractor must notify the Contracting Officer in writing at least ten days prior to the specific date of delivery.
- 2) Prior to shipment the Contractor must send to the Contracting Officer original shipping documentation as indicated in Attachment 1 - USAID Form 11-94. As part of the packing list, the contractor is required to provide Serial Numbers of all the goods to be shipped. All these

documents are required for requesting the Dispensa from the Government of Honduras.

- 3) The Contractor is required to use one of the following customs brokers who have experience in clearing USAID shipments through customs. The normal Request for Dispensa Time Frame is about 3 weeks. Therefore, the contractor must select one of them to avoid delays in clearing the vehicles.

a) Agencia ARHSA:

Tegucigalpa: Tel. 011 (504) 239-2454, 239-2452,
239-2533 Fax: (504) 239-2459
Puerto Cortes: Tel. 011 (504) 665-0543
Fax. (504) 665-1184

b) Agencia Barahona: Tel. 011 (504) 233-6997, 237-2635,
239-0988 Fax: (504) 237-2633
Puerto Cortes: Tel. 001 (504) 665-2080
Fax. (504) 665-1062

c) Agencia Rolando Erazo:

Tel. 011 (504) 237-8266, 236-5131
Fax: (504) 234-0541

d) Agente Aduanero Julio C Rodriguez:

Tel. 011 (504) 233-5429, 225-3749
Fax: (504) 225-3751, 233-5429
(last one is Tel. and fax)

The Contractor must notify the Contracting Officer 15 days prior to shipment of the items, of the identity of the selected customs broker. Without this information USAID cannot request the necessary Dispensa.

- 4) Failure to comply with the above delivery terms may result in Termination of the Contract or delay of payment.
- 5) All inland transportation necessary to deliver all items to the specified destinations shall be the contractor's responsibility.

A.7 Maintenance Services and Warranty

All units provided under this contract shall include a minimum warranty of 5 years on the compressor and one year on parts.

A.8 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2000)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755);

- (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059 and 13067); and
- (2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- _X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I to 52.219-5.
- (iii) Alternate II to 52.219-5.
- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- _X_ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- _X_ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- _X_ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- _X_ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

- ___ (16) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a - 10d).
- ___ (17)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ___ (ii) Alternate I of 52.225-3.
- ___ (iii) Alternate II of 52.225-3.
- ___ (18) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (19) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ___ (20) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ___ (21) [Reserved]
- ___ (22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- _X_ (23) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ___ (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ___ (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- _X_ (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- _X_ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).
- _X_ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed offer, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (3) 52.222-35, Affirmative Action for Disabled Veterans of the Vietnam Era (38 U.S.C. 4212);
- (4) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

A.9 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENT (FEB 1997)

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR Part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

(b) Ineligible goods and services. The Contractor shall not procure any of the following goods or services under this contract:

- (1) Military equipment
- (2) Surveillance equipment
- (3) Commodities and services for support of police and otherlaw enforcement activities
- (4) Abortion equipment and services
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(c) Restricted goods. The Contractor shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:

- (1) Agriculture commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items,
- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer, and has received payment for such purposes, the Contractor agrees to refund to USAID the entire amount of the purchase.

[End of Clause]

SECTION B: PAYMENT AND FINANCING

B.1 ACCOUNTING AND APPROPRIATION DATA

522-0216, Health Sector II

MAARD #	BUDGET PLAN CODE	APROPRIATION	CONTROL #	
AMOUNT				
522-0216-4-99214	LCDX9925522IG13	72X1095	P010431	\$

SECTION C: PROPOSAL EVALUATION

C.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 1999)

- (a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449).
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offerors must show--
 - (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offer in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offerors that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

(g) Contract award (not applicable to Invitation for Offers).

(h) Multiple awards. N/A

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100, 470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue

Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at
<http://www.dodssp.daps.mil>.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. [Applies to offers exceeding \$25,000.] The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. A offeror within the United States may call 1-800-333-0505.

The offeror may obtain more information regarding the DUNS number, including locations of the local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet Home Page at

<http://www.customerservice@dnb.com>.

If a offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

C.2 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers (please note that cost shall be given considerable more weight than past performance:

1) Price

2) Past Performance

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that a offer is unacceptable if the option prices

are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of a offer, mailed or otherwise furnished to the successful offer within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offeror's specified expiration time, the Government may accept a offer (or part of a offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**C.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS --
COMMERCIAL ITEMS (JUN 1999)**

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is offering on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations

issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)).

If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____

TIN _____

(b) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust

Territory of the Pacific Islands, or the District of Columbia.
Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(5) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(5) Tie offer priority for labor surplus area concerns. If this is an invitation for offer, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

- (i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).)

The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concerns maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be

certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement

of the rules and regulations of the Secretary
of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

C.4 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

[End of Provision]

C.5 RESPONSIBLE PROSPECTIVE CONTRACTORS

The past performance references required by this section shall be included as an annex or attachment of the proposal. References are required prior to the award of any acquisition or assistance instrument, the contractor/recipient must be determined to be "responsible."

That determination considered the seven factors listed in FAR 9-104-1 as follows:

1. Contractor/Recipient has adequate resources to perform the contract, or the ability to obtain them.
2. Contractor/Recipient is able to comply with the required or proposed delivery or performance schedule; taking into consideration all existing business commitments.
3. Contractor has a successful performance record.
4. Contractor has a satisfactory record of integrity and business ethics.
5. Contractor has the necessary organization, experience, accounting and operational controls and technical skills or the ability to obtain them.

6. Contractor has the necessary production, construction and/or technical equipment and facilities, or the ability to obtain them.

7. Contractor is otherwise qualified and eligible for award.

The Government in accordance with 48 CFR 9.106 may solicit from available sources relevant information concerning the offeror's record of past performance, and use such information in making determinations of prospective offeror responsibility.

In order to determinate if you are a responsible offeror, in conformance with the regulations, please submit the following information:

Name and address of the organization for which the work was performed; the current telephone number of a responsible technical representative of that organization; the number, if any, of each contract, grant, or cooperative agreement; and a brief description of the services provided, including the period during which the services were provided. USAID may use this information to contact technical representatives on prior contracts, grants or cooperative agreements to obtain information on performance.

1.
2.
3.

SECTION D: ATTACHMENTS

ATTACHMENT NO.	TITLE	NO OF PAGES
D.1	OCEAN FREIGHT INSTRUCTIONS	1
D.2	GEOGRAPHIC CODES	1
D.3	USAID EMBLEM SAMPLE	1
D.4	ELECTRONIC TRANSFER PAYMENT FORMAT	1
D.5	USAID MARKING REQUIREMENTS	8

OCEAN FREIGHT D.1

COMMODITIES SHIPPED VIA OCEAN FREIGHT

United States International Development Corporation Agency Agency for International Development DOCUMENT DISTRIBUTION AND SHIPPING INSTRUCTIONS	1. DATE	PAGE OF PAGES
	2. USAID ORDERING OFFICE USAID/Honduras/OCM Unit 2927 APO AA 34022	
IMPORTANT: This form shall be completed by the U.S. A.I.D. Ordering Office and Attached to all requests for commodities (PA's and PIO/C's) submitted for supply action. A separate form is required for each ultimate consignee receiving material.	3. U.S. PROCUREMENT REQUEST NO.	4. DOCUMENT CONTROL NO. (Leave Blank)

SHIPPING

5. CONSIGN SHIPMENT TO: American Embassy USAID/Honduras Contract No. Health Sector II Project No. 522-0216 Tegucigalpa, D.C. Honduras, C.A. Tel. (504) 236-9320 Ext. 4046	6. MARK FOR (Final Destination): Centro Nacional de Biologicos Colonia Matamoros Atras Hospital San Felipe Attn.: Dr. Ida Berenice Molina Tegucigalpa, Honduras C.A.
7. PARTIAL DELIVERY ACCEPTANCE a. YES b. NO X	

DOCUMENTATION

8. ADDRESS TO RECEIVE INFORMATION REGARDING STATUS OF PROCUREMENT REQUEST: American Embassy USAID/Honduras Contract No. Box No. 3453 Project No. 522-0216 Tegucigalpa, D.C. Honduras, C.A.	9. ADDRESS TO WHICH THE BILLING DOCUMENTS ARE TO BE SENT USAID/Honduras/CONT Unit 2927 APO AA 34022 DO NOT MIX PAYMENT DOCUMENTS WITH THOSE FOR CLEARANCE PER BLOCK 10 BELOW
--	--

10. SHIPPING DATA (Insert complete address(es) below, items a through c to receive shipping original documents in the number of copies indicated)

ADDRESS		OCEAN BILL OF LADING		AIR FREIGHT	PACKING & LISTS	EXPORT INVOICE
		NEGOTIABLE		B/L		
a. VIA COURIER	Office Of Contract Management USAID/Honduras Ave. La Paz Frente Embajada Americana Tegucigalpa, D.C. Honduras, C.A.	1	3	NA	4	4
b VIA APO	USAID/Honduras/OCM Unit 2927 APO AA 34022	1	3	NA	4	4
c.	Transportation Division Office of Procurement SA14, Rm 1400J Washington, DC 20523		1	NA	1	1
d	Maritime Administration Division of National Cargo					

	400 7th St., S.W. Washington, DC 20590		1	NA	1	1
--	---	--	---	----	---	---

11. SPECIAL DOCUMENTATION (IDENTIFY ANY SPECIAL DOCUMENT REQUIRED, SUCH AS IMPORT LICENSES, CERTIFICATES OF ORIGIN, ETC.) ALL DOCUMENTS MUST CONTAIN THE CONTRACT OR PURCHASE ORDER

SUPPLY DOCUMENTS FURNISHED TO THE ADDRESSES WILL SURVE TO INFORM THE ORDERING OFFICE OF THE STATUS OF THE PROCUREMENT REQUEST DURING THE EXPORT PROCESSING CYCLE.

Form AID 11-94

ATTACHMENT D.2

CODE AREA AND COUNTRY - "WORLDWIDE" OR MULTICOUNTRY CODES

000 United States of America

899 FREE WORLD

Any area or country in the Free World a/ excluding the cooperating country itself, when used as a possible source for purchases.

935 SPECIAL FREE WORLD

Any area or country in the Free World a/ including the cooperating country itself.

a/ For purposes of this Code Book, 'Free World' excludes any area or country listed under Codes 265, 266, 276, 306, 432, 435, 439, 440, 442, 516, and 670.

941 SELECTED FREE WORLD

Any independent country in the Free World*, excluding the cooperative country itself and the following:

Europe

Other

Albania	Lithuania	Angola	Kyrgyzstan
Andorra	Luxembourg	Australia	Mongolia
Armenia	Malta	Bahamas	New Zealand
Austria	Moldova	Bahrain	Qatar
Azerbaijan	Monaco	Canada	Saudi Arabia
Belarus	Netherlands	Cyprus	Singapore
Belgium	Norway	Gabon	South Africa
Bulgaria	Poland	Greece	Taiwan
Czechoslovakia	Portugal	Hong Kong	Tajikistan
Denmark	Romania	Iceland	Turkmenistan
Estonia	Russia	Japan	United Arab Emirates
Finland	San Marino	Kazakhstan	Uzbekistan
France	Spain	Kuwait	
Georgia	Sweden		
Germany	Switzerland		
Hungary	Ukraine		
Ireland	United Kingdom		
Italy	Vatican City		
Latvia	Yugoslavia		

Liechtenstein

*"Free World" excludes the following areas or countries:

Afghanistan, Cambodia, Cuba, Iran, Iraq, Laos, Libya, North Korea,
People's Republic of China, Syria, and Viet Nam.

USAID



ATTACHMENT D.3

PAYMENT INFORMATION FORM ACH VENDOR PAYMENT SYSTEM

This form is used for ACH payments with an addendum record that carries payment -related information. Recipients of these payments should bring this information to the attention of their financial institutions when presenting this form for completion.

PAPERWORK REDUCTION ACT STATEMENT

The information being collected on this form is required under the provision of 31 U.S.C 3322 and 31 CFR210. This information will be used by the Treasury Department to transmit payment data, by electronic means, to vendor's financial institutions. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

COMPANY INFORMATION

Name:

Address:

Contact Person Name:

Telephone:

AGENCY INFORMATION

Name: US AGENCY FOR INTERNATIONAL DEVELOPMENT/HONDURAS

Address: CONTROLLERS OFFICE

Unit 2927 APO AA 34022

Contact Person Name:

Telephone: (504) 236 9320

FINANCIAL INSTITUTION INFORMATION

Name:

Address:

ACH Coordinator Name:

Telephone:

Nine Digit Routing Transit Number _ _ _ _ _

Depositor Account Number

Type of Account: () Checking () Savings

Signature and Title of Representative:

Telephone:

RETURN THIS ORIGINAL TO USAID/HONDURAS AFTER YOUR COMPANY'S AND FINANCIAL INSTITUTION INFORMATION IS COMPLETED

USAID MARKING REQUIREMENTS

It is USAID policy that shipments financed with USAID dollar funds, whether shipped from the United States or from any other source/country, be readily identifiable with the U.S. foreign assistance program when such identification is consistent with the objectives of the program. This is accomplished by:

- a. Applying for each shipping container for commodities purchased by importers in both the public and private sectors of the cooperating country:
 - (1) The Official USAID (logo) emblem.
 - (2) The last set of digits of the identification number of the pertinent USAID implementing document in characters at least equal in height to the shipper's marks.
- b. Applying to commodities purchased by importers in the public sector of the cooperating country to USAID emblem.

The USAID emblem consist of a stylized shield with acronym "USAID" printed above a picture of two hands clasped together in the form of a handshake. Below are stars and stripes utilizing the red , white and blue colors of the American flag.

The emblem is to be affixed by metal plate, decalcomania, stencil, label, tag, or other means, depending upon the type of commodity or shipping container and the nature of the surface to be marked. The emblem placed on the commodities is to be as durable, under all conditions of shipment and use, and at least as large as the trademark or company brand name affixed by the producer of the commodity to the same items and containers. The emblem on each export shipping container is to be affixed in a manner which assures that the emblem will emblems be affixed in such a way as to damage or interfere with normal use of any commodity.

The size of an emblem may vary depending upon the size of the commodity and the size and nature of the package or export shipping container. the emblem shall in every case be large enough to be clearly visible at a reasonable distance.

The emblem is to conform is design, color and proportion to be description and illustrations set forth below. Emblems of types other than those named may be used providing they are at least equal in all respects to the types named.

These requirements represent the minimum USAID marking requirements. Additional requirements for particular shipments may be prescribed in USAID-issued procurement authorizations and project implementations and orders, by authorized procurement agents.

Suppliers are held accountable for proper marking. Commodities delivered to cooperating countries are inspected for compliance with marking requirements, and violations are reported to USAID/Washington for appropriate action.

All emblems are to be obtained by the suppliers or shippers, whose marking costs may be included in their offer and invoice amounts. Assistance in locating emblem suppliers is available from the policy and procedures Staff, Office of Commodity Management, Agency for International Development, Washington, D.C. 205123. Overseas such assistance may be obtained from the United States AID Mission located in the capital city of the respective countries, or from the American Embassies or Consulates.

Inquiries concerning marking requirements apparently not covered by the following illustrations, and requests for waivers of the marking requirements, if considered impracticable for specific reasons, may be addressed to the Commodity Procurement and Support Division, Office of Commodity Management, Agency for International Development, Washington, D.C. 20523. Requests for waivers should identify the transactions, i.e., importer, should be submitted in duplicate and in English.

1. Machinery: Manufacturing, Mining, Road-Building, Agricultural, etc.

- a. Each machine must have an emblem riveted, welded, or otherwise securely affixed in an appropriate location where it will readily be at least equal in size and durability to the producer's trademark to extremes of weather, cleaning compounds, and other conditions to which the equipment is subject.
- b. Mobile machinery must display two emblems, one on each side.

2. Vehicles, Vessels, Aircraft

- a. **Heavy Trucks, Locomotives, Watercraft, Dredges, Drydocks, etc.**

(1) Each item must display on each side an emblem that is of sufficient size (generally a minimum height of 12") to be readily visible at a reasonable distance. These emblems must be in the form of metal plates. However,

if hazards or technical problems rule out metal plates, the emblems may be painted using permanent outdoor or marine paints.

(2) The emblems are to be placed on the hood or cab of trucks, and in appropriate locations on the other items.

b. Light Trucks, Jeeps, Station Wagons, Bicycles, etc.

(1) An emblem, 6" or more in height, is to be affixed to each side of the hood or cab of each light truck, jeep, station wagon, and similar vehicles. These emblems may be in the form of outdoor quality decalcomanias, foil, or metal plates, or may be painted on using outdoor paints.

(2) One outdoor quality emblem, approximately 1" in height is to be affixed in an appropriate location of the frame of each bicycle.

c. Passenger Cars

A paper label emblem, 4" or more in height, is to be displayed on the windshield of each passenger car.

d. Aircraft

A durable emblem (decalcomania, foil, or metal), 6" or more in height, is to be applied on the inner side of the door or other conspicuous area within the aircraft.

3. Professional, Scientific, Office and Laboratory Equipment, etc.

a. Typewriters, Refrigerators, Cabinets, Radios, Spray Outfits, Air Conditioners, Testing and Measuring Devices, etc.

In general, each item must carry an emblem (decalcomania, pressure-sensitive foil, etc.) in a suitable location.

b. Surgeon's Scalpel Anatomical and other Teaching Models, Globes, Test Tubes, Retorts, etc.

Emblems are not to be applied directly to such items. Instead, a paper label emblem is to be applied to the carton in which the items customarily are packaged.

4. Books and other printed Matter: Library and Reference Books, Textbooks, Operating Guides, Maintenance Manuals, etc.

- a. Each book which has a hard cover must be marked with an emblem approximately 2" high. It must be durably applied to the inside of the front cover.
- b. Paper backed publications must be marked with an emblem approximately 2" high which may be applied to the outside of the front cover.

5. Canned Food, Drugs, Bandages, etc.

- a. When items are supplied out of inventory which is set up in the form of shelf, unit or service containers, those containers need not be broken open to mark the individual items therein, unless otherwise prescribed by the contract. The marking of the shelf container is sufficient.
- b. When items are supplied out of current production stocks, provision should be made for applying the emblem in the regular sequence of operations. Example: Labels being printed for use on the cans for a particular shipment of bulk mild should include the emblem.

6. Semifinished Products: Ingots, Bars, Rods, Pipe, Sheets, Plates, Girders, Wire, Logs, Poles, Lumber, etc.

- a. When any of these items are shipped entirely loose, they are exempt from such marking requirements as are impractical.
- b. When any of these items are shipped in bundles, reels, kegs, boxes, or strapped or packaged in any way, each such bundle, reel, box or other package is to carry an emblem on the last set of digits of the USAID implementing documents.
- c. When coils of wire are customarily shipped without any marking, save a dab of paint, such coils of wire are exempt from USAID marking requirements. However, if any markings other than dabs of paint are applied, then each coil must also carry the emblem and last set of digits of the identifications number of the USAID implementing document.

7. Shipping Containers and other Shipping Units: Boxes, Crates, Bags, Bales Barrels, Drums, Pails Cylinders, Bundles, etc.]

- a. Each shipment unit must carry an emblem and the last set of digits of the identification number of the USAID implementing document. The emblem must be large enough to be readily visible at a reasonable distance and durable enough to reach the consignee. The emblem and identification number may be applied by use of a stencil, stamping device, paper label or tag, providing they meet the standards of color, size, and durability.

- b. The emblem and identification number shall be printed on bags whenever practicable. If printing is not practicable, the emblem and identification number may be put on durable tags of good size and affixed securely at the center of the top seam of the bags. However, if the procurement specification or contract requires that emblems and identification numbers be printed on the bags, no substitute type of marking is acceptable.

8. Replacement and Spare Parts

- a. When shipped in crates, cartons, or other type of shipping containers or shipping unit, marking is required on the parts themselves. Instead, each shipping container or unit is to be marked as described in Section 7.
- b. Any part shipped loose is to be marked as a shipping unit.

9. Items too Small, or otherwise Unsuitable, for Individual Marking

- a. Light bulbs, Spark Plugs, Packet of Needles, Bobbins. Tool Bits, etc. An emblem shall be applied to each shelf or service container holding a quantity of items that is standard for the trade. The actual quantity of a given item will vary with customary packaging practices for the respective commodity (100 spark plugs, 1 gross pencils, etc.)

- b. **Live Animals or Plants**

Emblems are places on the container, if any; not directly on the animal or plant.

- c. **Coal, Ore, Cement, Grain, Petroleum, etc.**

- (1) When such commodities are shipped in containers of any kind, the containers are to be marked as described in Section 7.

10. Building Power Plants, Grain Elevators, Storage Tanks, etc.

- a. **Bridges Power Plants, Grain Elevators, Storage Tanks, etc.**

Each structure is to be marked with an emblem of size and type suited to the structure, placed in a position readily visible to the public when the structure is assembled for use. Example: A hospital or bridge may carry bronze or steel plaque riveted or welded on or embedded in concrete.

Metal plate or painted emblems are acceptable for structures, providing they withstand normal conditions or weather and use, and are large enough to be readily visible at a reasonable distance.

LIST OF U.S. SUPPLIERS OF THE OFFICIAL USAID EMBLEM

The following firms have indicated that they stock the USAID emblem in one form or another or will produce it to order. The inclusion of these names on this list should in no way be interpreted as USAID endorsement of the firms or their products. The list is not to be regarded as restrictive in any way since obviously similar items can be produced by additional firms which are not known to this agency. The names of such firms will, upon request, be added to subsequent lists. Commodity suppliers are responsible for obtaining and using emblems as visible and durable as the trademark or company brand name affixed by the producer of commodity.

Allied Decals, Inc. P.O. Box 498 Twinsburg, OH 44087 (216) 425-8881 Attn: Terri Prevett	Emblems, to order.
---	--------------------

Apache-Totem Badge & Emblem, Ltd. 70 West 40th Street New York, New York 10018 (212) 398-0200	Woven patches, to order.
--	--------------------------

Bemis Company, Incorporated 8000 Centerview Parkway Memphis, TN 38018 (901) 753-1622 Attn: Jim Eaton	Bags: Paper, to order.
--	------------------------

Chase Packaging 1300 Marshall Ave. Newport News, VA 23607 (203) 637-5181 Attn: Fred Lupton	Bags: Textile and paper.
--	--------------------------

Denney-Reyburn Co. tags in 931 S. Matlack West Chester, PA 19380 (215) 430-8247	Tags, labels, etc., to order, stock.
---	---

Ms. Stephanie Lincoln Printed Systems P.O. Box 367 1655 Bergstrom Road Neenah, Wisconsin 54957-0367 (215) 696-7020	Tags, labels, etc., to order, tags, in stock
---	---

Dowling Bag Company

order.

P.O. Box 1768
Valdosta, Georgia 31601
(912) 244-0133
Attn: Bill Cook

Ever Ready Label Corporation
357 Cortland Street
Belleville, New Jersey 07109
(201) 759-5500
Attn: Harry Stillman

Miller Dial
order.
4400 North Temple city Boulevard
El Monte, California 91731
(818) 444-4555
Attn: Celeste Justice

Sacramento Bag Manufacturing, Co. Bags: Burlap, Cotton, and
6th & Q Street Polypropylene, to order.
P.O. Box 1553
Sacramento, Cal 95812-1563
(916) 441-6121
Attn: Alex Fahn

Seton Name Plate Corporation
20 Thompson Rd.
Brandford, CT 06405
9203) 772-2520
Attn: Arlene Girola

Unz & Company, Inc.

190 Baldwin Avenue plastic
Jersey City, New Jersey 07306
labe

(201) 795-5400
Attn: Cathy Morehan

Werthan Industries, Inc.
Box 1310
Nashville, Tennessee 37202
9615) 259-9331
Attn: Betty Herndon

Bags, to order.

J.M. Wright, Inc.
91 High Street
Winnetka, Illinois 60093
(312) 346-3412 or (708) 446-6111
Attn: Doris Wolfe

sizes

pressure

pressure

Stocks emblems in wide range of
and forms: gummed and/or
sensitive paper labels, vinyl
sensitive decals, aluminum
plates.

York Tape and Label Corporation
tapes,
1953 Stanton Street
York, Penn. 17404
(717) 846-4840
Attn: Delores Perry

plates to

Printed pressure-sensitive
labels, and metallized name
order.